

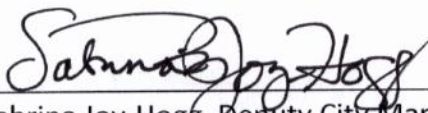


To the Honorable Council
City of Norfolk, Virginia

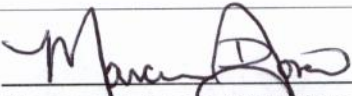
July 12, 2016

From: David S. Freeman, AICP
Director of General Services

Subject: Amend Section 1 of
Ordinance Number 46,336 to correct
the name of the Lessee

Reviewed: 
Sabrina Joy-Hogg, Deputy City Manager

Ward/Superward: 2/6

Approved: 
Marcus D. Jones, City Manager

Item Number:

R-10

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** Bo's Tailor Shop, Inc.
130 Bank St.
Norfolk, Virginia

III. **Description:**
This agenda item is an ordinance to amend Section 1 of Ordinance No. 46,336 entitled "An Ordinance Approving a Lease Agreement with Grace's Tailor Shop, Inc. for the Lease of City Owned Property Located at 130 Bank Street" so as to correct the name of the lessee.

IV. **Analysis**
Section 1 of Ordinance No. 46,336, adopted by Norfolk City Council on April 26, 2016, incorrectly listed Grace's Tailor Shop, Inc. as lessee for the property located at 130 Bank Street. This agenda item will approve a new lease with the lessee named as Bo's Tailor Shop, Inc. All other terms and conditions of Ordinance No. 46,336 shall remain in full force and effect.

V. **Financial Impact**

The rent will be subject to a 3% annual escalation.

Term	Monthly Rent	Annual Rent	Price Per Sq. Ft.
07/01/2016 – 06/30/2017	\$1,176.00	\$14,112.00	\$21.00
07/01/2017 – 06/30/2018	\$1,211.25	\$14,535.00	\$21.63
07/01/2018 – 06/30/2019	\$1,247.58	\$14,971.00	\$22.28
07/01/2019 – 06/30/2020	\$1,285.08	\$15,421.00	\$22.95
07/01/2020 – 06/30/2021	\$1,323.75	\$15,885.00	\$23.64

Liability insurance for 130 Bank St. (Bo's Tailor Shop Inc.)	The City has been named as an additional insured in the amount of \$1,000,000 per occurrence; therefore, there should be no financial risk to the City
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VI. Environmental

There are no known environmental issues associated with this property.

VII. Community Outreach/Notification

Public notification for this agenda item was conducted through the city's agenda notification process.

VIII. Board/Commission Action

N/A

IX. Coordination/Outreach

This letter and ordinance have been coordinated with the Department of General Services – Office of Real Estate and the City Attorney's Office.

Supporting Material from the City Attorney's Office:

- Ordinance Amending Section 1 of Ordinance No. 46,336
- Exhibit A - Revised Lease reflecting name change

Form and Correctness Approved: 

By 

Office of the City Attorney

Contents Approved:

By 

DEPT. Real Estate

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE AMENDING SECTION 1 OF ORDINANCE NO. 46,336, ENTITLED "AN ORDINANCE APPROVING A LEASE AGREEMENT WITH GRACE'S TAILOR SHOP, INC. FOR THE LEASE OF CITY OWNED PROPERTY LOCATED AT 130 BANK STREET" SO AS TO CORRECT THE NAME OF THE LESSEE ON THE SAID LEASE.

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BE IT ORDAINED by the Council of the City of Norfolk:

Section 1:- That Section 1 of Ordinance No. 46,336, entitled "An Ordinance Approving A Lease Agreement With Grace's Tailor Shop, Inc. For The Lease of City Owned Property Located At 130 Bank Street" adopted on April 26, 2016, is hereby amended and reordained so as to correct the name of the Lessee on the said lease to reflect the Lessee as Bo's Tailor Shop, Inc. rather than Grace's Tailor Shop. Inc., such section now reading as follows:

"Section 1:- That the Lease Agreement, a copy of which is attached hereto as Exhibit A, between the City of Norfolk ("City") and Bo's Tailor Shop, Inc. ("Bo's"), whereby the City leases certain property located at 130 Bank Street to Bo's for use as a tailoring shop, is hereby approved."

Section 2:- That the City Manager and other proper officers of the City are authorized to make such correction to the Lease and to do all things necessary and proper to implement its terms and provisions.

Section 3:- That in all other respects, Ordinance No. 46,336 shall remain in full force and effect.

Section 4:- That this ordinance shall be in effect from and after its adoption.

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") made this _____ day of _____, 2016, by and between the **CITY OF NORFOLK**, a municipal corporation of the Commonwealth of Virginia ("City"), Lessor, and **BO'S TAILOR SHOP, INC.**, a Virginia corporation ("Bo"), Lessee.

WITNESSETH:

1. **PREMISES.** City, for and in consideration of the rents, covenants and agreements hereinafter mentioned, reserved and contained, to be paid, kept and performed by Bo, does hereby demise and lease unto Bo, and Bo does hereby lease from City, the property owned by the City of Norfolk being a portion of Fountain Park Garage, 672 square feet in area, located at 130 Bank Street, in Norfolk, Virginia, as shown in Exhibit A attached hereto ("Premises").

2. **USE.** Bo covenants and agrees to use and occupy Premises for the operation of a tailoring shop and for no other purpose.

3. **LEASE TERM.** This lease agreement is for a five year term and will commence on July 1, 2016 ("Commencement Date") and will terminate on June 30, 2021 ("Termination Date"), subject to the default provisions contained in Section 25.

4. **RENT:** Rent shall be made payable to the Norfolk City Treasurer and shall be in such sums as are set forth in the table below. The rent amount will increase 3% annually in each successive year of the lease.

Term	Rent PSF	Annual Rent	Monthly Rent
07/01/2016-06/30/2017	\$21.00	\$14,112.00	\$1,176.00
07/01/2017-06/30/2018	\$21.63	\$14,535.00	\$1,211.25
07/01/2018-06/30/2019	\$22.28	\$14,971.00	\$1,247.58
07/01/2019-06/30/2020	\$22.95	\$15,421.00	\$1,285.08
07/01/2020-06/30/2021	\$23.64	\$15,885.00	\$1,323.75

The rent shall be paid in monthly installments, made promptly on the first day of each month during the term of this Lease without demand and without offset or deduction. No payment by Bo or receipt by City of a lesser amount than the monthly installment stipulated in this Lease shall be deemed other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or payment, or any writing accompanying any check or payment of such rent, be deemed an accord and satisfaction, and City may accept such check or payment without prejudice to City's right to recover the balance of such rent or pursue any other remedy provided in this Lease.

5. **PAST DUE RENT AND LATE CHARGES:** Bo hereby acknowledges that late payment by Bo to City of rent or other sums due hereunder will cause City to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. In the event Bo shall fail to pay, when the same is due and payable, any Rent, charges or adjustments, and if said sums have not been paid within five (5) days of their due date, then Bo shall pay to City a "Late Charge" of five percent (5%) of the amount due on all rents. Bo further covenants and agrees to pay City as a "bad check" or returned check charge the amount of Fifty Dollars (\$50.00) per bad check.

6. **SECURITY DEPOSIT:** Bo has deposited with City a security deposit of One Thousand One Hundred Seventy Six Dollars and 0/100 (\$1,176.00) ("Deposit"), which shall be held by City, without liability for interest thereon, as security for the full and faithful performance by Bo of each and every term, covenant, and condition of this Lease on the part of Bo to be observed and performed.

If any sum payable by Bo to City shall be overdue and unpaid, if City shall make payments on behalf of Bo, or if Bo shall fail to perform any of the terms or covenants of this Lease, then City, at its option, and without prejudice to any other remedy which City may have on account thereof, may appropriate and apply the Deposit, or so much thereof as may be necessary, to compensate City for the payment of such sums due or for any loss, damage or expense sustained from such default. In such event, Bo, promptly upon demand, shall restore the Deposit to the full amount. In the event Bo shall fully and faithfully comply with all of the terms, covenants and conditions of this Lease, the Deposit shall be returned in full to Bo following the Termination Date and the surrender of the Premises by Bo.

In the event any bankruptcy, insolvency, reorganization, or other creditor-debtor proceedings shall be instituted by or against Bo, the Deposit shall be deemed to be applied first to the payment of any rents and/or other charges due City for all periods prior to the institution of such proceedings and the balance, if any, of such Deposit may be retained by City in partial satisfaction of City's damages.

7. **UTILITIES AND OTHER COSTS:** City will pay all charges when due for water and sewerage, gas and electricity and other utility charges and utility taxes in connection with the Premises. Bo will be responsible for all janitorial costs.

8. **NO JOINT VENTURE:** It is hereby agreed that nothing contained in this Lease shall be deemed or construed as creating a partnership or joint venture between City and Bo, or between City and any other party, or cause either party to be responsible in any way for the debts or obligations of the other party.

9. **NO ASSIGNMENT OR SUBLEASE:** Bo covenants not to assign, mortgage or encumber this Lease nor sublet or suffer or permit the Premises or any portion thereof to be used by others without the prior written consent of the City in each instance. The transfer of fifty percent (50%) or more of Bo's stock, if Bo is a corporation, or the transfer of twenty-five percent (25%) or more partnership interest in Bo, if Bo is a partnership, or the dissolution of Bo as a corporation

or partnership, is regarded as an assignment of the Lease, and the same is not permitted without the prior written consent of the City. Bo and any guarantors shall remain liable for this Lease, its terms and covenants in such event that the City does grant consent to an assignment or sublease, and shall guarantee the performance of the assignee or subBo without the need for guarantor's signature or consent thereto.

10. RELOCATION: If for any reason, in City's sole discretion, City wishes to relocate Bo from the Premises to other space within the Fountain Park Garage, Bo shall, within sixty (60) days after receipt of City's notice of same, vacate the Premises and relocate all of Bo's trade fixtures, equipment and inventory to the new premises designated by City. Bo's reasonable and necessary expenses for moving such trade fixtures, equipment and inventory shall be reimbursed by City within sixty (60) days of City's receipt of invoices for such expenses. City shall pay for the completion of any necessary interior improvements in the new premises substantially similar to those paid for by City pursuant to this Lease. All other costs of remodeling, outfitting and furnishing the new premises shall be paid by Bo. Bo shall arrange for the transfer of all utilities to the new premises, and shall execute and deliver any relevant documentation as City may prepare to memorialize the same.

11. INDEMNIFICATION AND BO'S INSURANCE: Bo, at its own cost and expense, shall obtain and maintain Comprehensive General Liability Insurance on the Premises for the joint and separate benefit of City and Bo in an amount not less than \$1,000,000 for injury to or death of any person or persons, \$2,000,000 for any one occurrence, and \$500,000 for property damage, or in such higher limits as shall be reasonably required by City.

Bo will be responsible for any and all damages to Bo's inventory, furniture, fixtures and equipment, and will, at all times during the lease term and at its own cost expense, maintain all risk property insurance against damage by fire or other perils in an amount equal to the replacement value of all parts of the Premises for which the Bo is responsible. Each insurance policy shall be so written as to protect the City and the Bo, as their respective interests may appear, and all liability policies shall specifically name the City as an Additional Insured under the policy. If Bo fails to provide such insurance, City may terminate this lease with ten (10) days notice to Bo. Certificates of Insurance verifying all required insurance policies shall be delivered to the City prior to the Bo's occupancy or build-out of the leased space.

Bo agrees to look solely to the proceeds of Bo's own insurer for indemnity against exposure for casualty losses of property or business interruption. Bo warrants that its liability, property and business interruption insurers shall have no rights against City by virtue of assignment loan agreement or otherwise.

Bo shall indemnify City for and against any and all claims, demands, suits, actions and judgments of any kind or nature whatsoever, including costs and expenses, for any personal injury or property damage to any person, or property, arising or resulting, directly or indirectly, from the entry onto the Premises by Bo or Bo's agents.

12. ACCEPTANCE OF PREMISES: Bo hereby agrees to accept the Properties from the City as they are found by Bo in "as is and where is" condition.

13. ESTOPPEL CERTIFICATE: Bo shall, from time to time and within ten (10) days after request therefore by the City, execute, acknowledge and deliver to the City or its Agent a written Estoppel Certificate in recordable form. The Estoppel Certificate shall certify to the City, its Mortgagee or other party designated by the City, as of the date of such Estoppel Certificate that (a) the Bo is in possession of Premises and is currently paying the Base Rent reserved hereunder; (b) the following Lease dates are and have been established: the Commencement Date and Termination Date of the Lease and that date upon which the Bo started to pay rent; (c) that this Lease is unmodified and in full force and effect, or if there have been modifications, that the same are in full force and effect as modified and setting forth such modifications; (d) that there are no existing set-offs or defenses against the enforcement of any rights or remedies of the City, or any duty or obligation of the Bo, hereunder, and if so, specify the same in detail; and (e) that the Bo has no knowledge of any event having occurred that will authorize the termination of this Lease by the Bo, or that the Bo has no knowledge of any uncured defaults on the part of the City under this Lease, or if the Bo has such knowledge, specifying the same in detail. In the event that the Bo does not execute and deliver such Estoppel Certificate, as required herein, then this Article 12, for purposes of this Lease, shall be and shall constitute an Irrevocable Power of Attorney, appointing and designating the City, its successors and assignees, as the Bo's attorney-in-fact to execute and deliver such Estoppel Certificate as herein provided.

14. SUBORDINATION AND ATTORNMENT: Bo agrees that this Lease is subordinate to any mortgage or lien resulting from financing or refinancing, now or hereafter placed upon the land on which the Premises have been built or upon any building hereafter placed upon the land, of which the Premises are a part. Bo will further attorn to and acknowledge the foreclosure purchaser or purchasers as the City hereunder. This shall be self-operative and no further instrument of subordination shall be required by any mortgagee. However, Bo shall, upon the request of any party in interest, promptly execute such instrument or certificate to carry out the intent thereof. City agrees to use its best efforts to obtain a non-disturbance agreement.

15. QUIET ENJOYMENT: City hereby covenants that Bo, upon fully complying with and promptly performing all the terms, covenants and conditions of this Lease, on its part to be performed, and further, upon the prompt and timely payment of all rental sums due hereinunder, shall have and quietly enjoy the Premises for the Lease Term set forth herein.

16. MAINTENANCE BY CITY: City covenants that it will, at its own cost and expense and with reasonable dispatch after being notified in writing by Bo of the need therefore, make such repairs to the outside utility lines and exterior of the Premises, including the foundation, roof, gutters, down spouts and outside walls, but excepting all storefronts, glass, doors, awnings and canopies, as may be necessary to keep the same in a good, workmanlike condition of repair. Further, City, at its own cost and expense, will maintain the heating, ventilating and air conditioning system, a.k.a. the HVAC system (including compressors and other major components), wires and conduits, electric lines, electric panel boxes, and any outdoor lighting.

17. MAINTENANCE BY BO: Bo covenants that it will, during the Term hereof, maintain the interior of the Premises and perform routine repairs and maintenance to items such as toilets, pipes, plumbing, and so forth.

18. ADDITIONAL COVENANTS BY BO: Bo shall not make alterations, additions or improvements to the building structure of which the Premises are a part without first obtaining City's written approval and consent. For purposes of this Lease, the structural components of the building are hereby defined as the foundation, structural steel, roof, exterior walls, storefront components including storefront glass and doors, back doors, or loading doors, existing interior plumbing improvements, exterior plumbing lines, HVAC unit components and ductwork, electric service, ceiling and light fixtures and common areas. Bo shall present to City plans and specifications for any such work at the time approval is sought from City for Bo structural modifications.

Bo has the right to install its store trade fixtures in the Premises, provided that such installation does not damage the construction of the building nor interfere with the structural components of the building of which the Premises are a part. Such installations shall be at the sole risk and at the expense of the Bo. All fixtures installed by Bo shall remain the property of Bo, and if the Bo is not in default of the Lease, its terms and covenants herein, the same fixtures shall be removed by Bo at the expense of the Bo at the end of the Lease. Bo further agrees to repair and/or to reimburse City for the cost of repair for any damages to the Premises caused by the installation and removal of its trade fixtures. In the event that fixtures are left behind or abandoned, Bo shall pay to City any expenses associated with repairs to the Premises caused by the removal of same fixtures.

Bo's signage is subject to and shall be within the sign criteria established by the Department of City Planning of the City of Norfolk. Design of storefront signage and fabrication and installation of the same shall be approved by the City or its Agent in writing prior to sign installation by Bo at Bo's expense. Bo further agrees to maintain such storefront signage, awning signs, canopy signs, show window lettering, door signs or additional similar advertising signs in a good condition of repair and attractive display at all times.

Signs installed by Bo are the property of Bo, and if Bo is not in default hereunder, shall also be removed by Bo at the end of the Lease Term at Bo's expense. Signs that are left behind or abandoned become the property of the City. If Bo abandons sign upon termination of this Lease, or sooner, City shall have the right to remove the sign and Bo agrees to be responsible and liable for the cost of such removal and the cost of such repairs occasioned by same removal.

Bo will not use nor permit the Premises to be used for any illegal or immoral purpose. Bo hereby agrees to comply with all Federal, State and Municipal laws, ordinances and regulations as they relate to Bo's business and/or to the Premises in which the Bo's business is located, and the use, storage and disposal of hazardous substances.

Bo shall not make any use of the Premises, which would make voidable or void any policy of fire or extended coverage insurance covering any of the buildings or cause the buildings to become uninsurable. Bo covenants that, without prior written consent of the City, Bo will not do anything which will increase the rate of fire insurance premium on the building. If by reason of any use by Bo of the Premises or the keeping by Bo of any flammable substances in the Premises, the hazardous insurance premiums or policies maintained by City shall be increased over normal rates for the building, the amount of the increase in the City insurance premium shall be paid to

City by Bo from time to time on demand. Bo hereby covenants that it shall cease and desist any activity so affecting the insurability of the Premises upon written demand of the City.

Bo will not use nor permit to be used any advertising medium or device such as audio broadcast, loudspeaker, radio, public address system, remote radio station, or flashing or digital reader sign, without the prior written consent of the City.

Bo shall not hold any fire, bankruptcy, and going-out of business or auction sales, without the prior written consent of the City.

Bo shall not use the sidewalks or any other portions of the common areas for any purpose related to the selling of merchandise or services without the City's consent in writing.

Bo shall notify City in writing of all accidents or security-related incidents, i.e. crimes against person(s) and property, which occur in or about the Premises.

Bo is hereby responsible and liable for any freezing in pipes and/or within plumbing fixtures and shall pay for the damages incurred. Bo shall keep the Premises at a sufficient temperature to prevent such freezing or make such arrangements with the local Utility to prevent freeze-ups.

19. CITY'S INSPECTION AND ACCESS: City or its Agent, employees and/or contractors shall have the right to enter the Premises at any reasonable time to examine the same; to show the Premises to prospective purchasers, lenders, or prospective Bos of the Premises; and to make such repairs, alterations, improvements or additions as City may deem necessary or desirable. If Bo is not personally present to permit entry and an entry is necessary, City or its Agent may, in the case of emergency, or if the Premises are unsecured and temporarily unoccupied, forcibly enter or secure the same, or take such other steps to address the emergency that City deems appropriate, without rendering City liable therefore. Otherwise, all such work and installation shall be done, so far as practical, so as not to unreasonably interfere with Bo's use of the Premises. Bo also hereby grants unto City and its Agent the right, within four (4) months prior to the Termination Date, to post and to remain thereon, without hindrance or destruction, the usual notice of "For Rent" on the storefront glass or front walls of said Premises. The exercise of any of these reserved rights by City shall not be deemed as an eviction or disturbance of Bo's use, possession and quiet enjoyment of the Premises, and shall never render City liable in any manner to Bo or any other person.

20. WAIVER OF SUBROGATION: City and Bo waive all right of recovery against each other for any loss in or about the Properties, from perils insured against and under the fire insurance contract, including any all risk endorsements thereof, whether due to negligence or any other cause. This release of liability shall be operative only as long as waiver of subrogation clauses are available on insurance policies, in the amounts, form, kinds and with a company satisfactory to City.

21. INDEMNITY AGAINST LIENS: Bo agrees that it will, at all times during this Lease, take any and all steps necessary to prevent the filing of mechanics liens against the

Premises. Bo further agrees to indemnify and save the City harmless from and against any and all liabilities incurred by Bo or claimed or charged against the Premises. Bo shall promptly pay, or otherwise discharge, any and all such claims, expenses and liens, including the mechanic's materialmen's and other laborer's liens asserted or claimed against the Premises or any part thereof. In no event shall City or any of the City's property be liable for or chargeable with any expense or lien for work, labor or materials used for and in the Premises; or for any improvements thereof or changes made upon the order of Bo, or to discharge the obligations of the Bo.

22. FIRE AND/OR DESTRUCTION: If the Premises shall be damaged by fire or other casualty during the Term hereof, City agrees that it will restore the structural components and items, as defined in Section 16 hereof, with reasonable dispatch to substantially the same condition that they were in so far as the proceeds from City's insurance permit and, further provided that, City's mortgagee does not require insurance proceeds to be paid to it. Once City restoration work is complete, and since time is of the essence, Bo's rent payment shall recommence on the date that Bo reopens for business but no later than the sixtieth (60th) day after City notifies Bo in writing that the Premises are ready for fixturing. The Bo shall be responsible, at its sole cost and expense, to repair or replace any and all of the Bo's fixtures, equipment and leasehold improvements, which were damaged or destroyed by the same insured cause. The rent payable hereunder shall be equitably and proportionately abated, according to loss of use to Bo, during the period of time intervening between the date of such fire and/or destruction and the date that the Premises are restored. However, if the damage is due to the fault or the negligence of the Bo or its employees, there shall be no abatement of rent. If such destruction occurs, during the last two (2) years of the term and exceeds fifty percent (50%) of the insurable value of the Premises at the time of such destruction occurs, City, at its option, may terminate this Lease as of the date of such destruction by giving Bo written notice of its intention to do so within sixty (60) days after such date of destruction. If this Lease is so terminated, then the rent payable hereunder shall be abated as of the date of same destruction and Bo shall remove all its property from the Premises within thirty (30) days after the receipt of written notice of termination. Unless City gives such notice, this Lease shall remain in full force and effect and City shall repair such damage as its expense, as expeditiously as possible under the circumstances. Notwithstanding the foregoing, in the event of damage to the Premises by fire or casualty which is not the result of Bo's negligence, and which cannot be repaired within one hundred eighty (180) days of occurrence, City or Bo shall have the right to terminate this Lease by giving the other party thirty (30) days prior written notice.

23. FORCE MAJEURE: In the event that either party hereto shall be delayed or hindered in, or prevented from, the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature, not the fault of the party delayed in performing the work or doing acts required under the terms of this Lease, then performance of such acts shall be excused for the period of the delay; and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; provided, however, that the provisions of this Lease shall not operate to release Bo from this Lease nor to excuse Bo, nor shall Bo in any event be excused from prompt payment of rent and adjustments, and all other charges due to City by Bo.

24. EMINENT DOMAIN: If all the Premises are condemned or taken by the power of eminent domain exercised by any governmental or quasi-governmental authority, this Lease shall terminate as of the date that the Bo is required to vacate the Premises and all Rent shall be paid up to and until same date of termination. If only part of the Premises shall be taken and the size of the Premises are proportionately reduced, then the Bo is entitled to an equal and proportionate reduction in Rent. Further, City shall, as expeditiously as possible, repair the remaining portion of Premises to the extent necessary to render the same suitable for which the Premises were leased. Bo hereby waives any right that it may have to any condemnation award or sum paid under threat of condemnation as a result of a complete or partial taking of the Premises and/or any portion of the common areas. If there is only a partial taking of the common areas, this Lease shall not terminate and this Lease shall remain in full force and in effect. After partial taking of the common areas, the City, within a reasonable time thereafter, shall repair or reconstruct the remaining portion of the common areas to the extent necessary to make the same a complete architectural unit.

25. BO'S DEFAULT: The occurrence of any one of the following events constitutes a default by the Bo and a breach of this Lease and its covenants by the Bo, if such default, breach or non performance is continued and not cured within ten (10) days after written notice from City: (a) The vacating or abandonment of the Premises by Bo, or the failure of the Bo to be open for business and for the conduct of business as described in the Use Clause Article found in this Lease Agreement, (b) The failure by Bo to make any payment of rent and adjustments on or before the due date thereof, (c) The failure by Bo to perform any covenants herein or the breach by Bo of any Lease covenants herein, other than those described in this section, and the further failure by Bo to cure such covenant breach or non-performance, or to commence to cure and diligently pursue the cure of the covenant breach or non-performance which cannot be fully remedied within ten (10) days, (d) Petition by Bo for bankruptcy, insolvency, or general assignment for the benefit of its creditors, or receiver appointment for Bo for the substantial part of its assets and properties and such receiver is not removed within ten (10) days after its appointment, (e) If the Bo shall default as described in this section, or in the performance of any covenant contained in this Lease, and if such default is repeated once within the next twelve months then, notwithstanding that such defaults shall have been cured within the period after notice as herein provided, any further similar default within such twelve month period shall be deemed a Bo Default which cannot be cured, notwithstanding provisions for cure provided in this Lease. Upon such default, the City may proceed, with five days notice but no opportunity for cure, to exercise its remedies upon default.

26. CITY'S REMEDIES: In the event of Bo Default, including Bo's abandonment or vacating the Premises, City shall have the right, in addition to all other rights and remedies provided by the law, to terminate this Lease, and/or to re-enter and take possession of the Premises, peaceably or by force, and/or to change the locks thereto and to remove any property and merchandise therein, without liability to Bo for damage arising therefrom and without obligation to Bo to store any merchandise and property. Any costs of removal and storage of Bo's fixtures, inventory, equipment or any other personal property shall be the expense of Bo and shall be added to all sums owed by Bo to City. Further, City is under no obligation to Bo, after default or abandonment, to relet the Premises in the name of Bo or for the benefit of the City. City may, at its option and without subsequent notice to Bo, re-let the Premises for such term and on such covenants and purposes as City, in its sole discretion, may determine are in the best interest of the

City. City may collect and receive all rents derived therefrom and apply the same, after deduction of appropriate expenses, to the payment of the rent overdue and payable hereunder from the Bo in default. The Bo in default shall remain liable for any deficiency. Further, City shall not be responsible for or liable for any failure to re-let the Premises or any part hereof, or for any failure to collect any rent connected therewith. The City's recovery of possession of the Premises by any means shall not relieve the Bo of its obligation to pay rent and adjustments through the term of the Lease, including any extensions in effect at the time of default under which Bo then occupies the Premises.

Acceptance by City of delinquent rent from Bo after Bo Default shall not cure such default or entitle Bo to possession of the Premises. Bo hereby expressly waives any and all rights of redemption, if any, granted by and under any present or future law, in the event that Bo shall be evicted or dispossessed for any cause in default or in the event that the City obtains possession of the Premises by virtue of the remedies outlined in this Lease, or otherwise. The receipt by City of rent with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by City of any covenant hereof shall be deemed to have been agreed upon, unless explicitly reduced to written agreement and signed by City and Bo.

All remedies of City shall be cumulative.

27. ATTORNEYS' FEES: Bo hereby agrees to pay all costs incurred by the City on account of the Bo's default, including but not limited to collection costs, court costs and attorney fees in an amount equal to twenty-five percent (25%) of any money owed to City by Bo at the time and accruing after City requests the assistance of an attorney. If Bo's default is a non-monetary default, Bo shall pay the greater of Two Hundred Fifty Dollars (\$250.00) or City's actual attorney's fees.

28. TERMINATION AND SURRENDER: Upon the Termination Date of this Lease, Bo shall surrender the Premises to City in as good condition as they were found upon the Bo taking possession of the Premises; except for ordinary wear and tear, reduction of the Premises by condemnation or damage by fire, destruction or other casualties or causes beyond Bo's control. Bo shall deliver to City or its Agent all keys to the Premises and remove all its personal property, merchandise and trade fixtures. After Bo vacation or Bo abandonment, City may elect to retain or dispose of, in any manner, Bo alterations and improvements or Bo's personal property that Bo does not remove from the Premises before or after the Termination Date. Title to any such Bo alterations or Bo's personal property, that City elects to retain or dispose of after the Termination Date, shall vest to and in the City. Bo waives all claims against City for any damage to Bo resulting from City's retention or disposition of any such alterations or personal property. Bo is further liable to City for City's expenses and costs for removing and disposing of any Bo alterations or Bo personal property, which City does not elect to acquire.

29. WAIVERS: The failure of City to insist, in any one or more instances, to strict performance by Bo as to any Lease covenants shall, not be construed as a waiver by City or relinquishment, in the future, of such covenants, but the same shall continue and remain in full force and effect. The receipt by City or its Agent of rent with knowledge of a covenant breach hereof shall not be deemed a waiver of the same covenant breach, and no waiver by City of any

provision hereof shall be deemed to have been agreed upon unless expressed in writing and signed by the parties hereto.

Bo hereby waives the benefit of the homestead exemption as to this Lease.

30. EXCULPATION: The term "City" as used in this Lease means only the owner, for the time being or at the time of Lease execution by Bo, of the building in which the Premises are located or the owner of a Lease of both said building and the land thereunder. City shall be liable for the performance of its obligations hereunder only to the extent of City's assets as they pertain to the Premises. The City and its officers, agents, employees, successors and assignees shall not be liable personally. Further, the liability of the City shall not extend beyond the period of time of City's ownership of the Premises.

31. SUCCESSORS AND ASSIGNS: All the terms, covenants and agreements of this Lease shall extend to and be binding upon the City and be binding upon the Bo and its respective heirs, administrators, executors, successors, assignees, subBos, concessionaires, marital communities, if any, and their respective assigns; and/or upon any person or persons coming into ownership or possession of any interest in the Premises by operation of law or otherwise.

32. NOTICES: Any notice herein provided for to be given to City shall be deemed to be given if and when posted in United States registered or certified mail, postage prepaid, addressed to:

CITY'S NOTICE ADDRESS:

Marcus D. Jones, City Manager
City Manager's Office
810 Union Street, Suite 1100
Norfolk, Virginia 23510

Copy to:

Jim Resolute
Department of Real Estate
232 E Main Street, Suite 250
Norfolk, Virginia 23510

BO'S NOTICE ADDRESS:

Bo's Tailor Shop, Inc.
130 Bank Street
Norfolk, Virginia 23510

Any notice herein provided for to be given to Bo shall be deemed to be given if and when posted in United States registered or certified mail, postage prepaid.

Either party may, at any time, change its address for the purposes of notice hereof by sending a written notice to the other party stating the change and setting forth the new address.

33. SALES OR LEASEHOLD TAXES: Bo will be responsible for the payment of any sales or leasehold tax, or other tax, levied by any governmental authority. Such tax payment shall be paid directly to the appropriate governmental authority by Bo promptly after receipt of any such tax bill.

34. AMERICANS WITH DISABILITIES ACT: In the event that any federal, state, or local government authority (the "Applicable Authority") with jurisdiction determines that the exterior and/or interior of the Premises are not in compliance with the Americans with Disabilities Act of 1990 (the "ADA"), City, at its sole cost, agrees to take such remedial action as is required by the Applicable Authority pursuant to the ADA to correct or remedy such noncompliance. Alternatively, if in City's judgment the remedial or corrective measures proposed by the Applicable Authority do not have to be performed in order for City to be in compliance with the ADA, City may contest, at its sole cost, such matter in lieu of performing the remedial action. However, upon final judgment being entered against City in a court of competent jurisdiction with regard to ADA requirements, City agrees to take such remedial actions, at its sole cost, as ordered by such court.

35. BROKER: Bo is not represented by a Broker in this transaction.

36. ENTIRE AGREEMENT: This Lease contains the entire agreement of the parties hereto. Any and all oral or written agreements, understandings, representations and warranties, promises and statements of the parties hereto or from their respective officers and directors or from their partners, Agents or brokers with respect to the subject matter of this Lease, and any matter not covered and mentioned in this Lease, shall be inferior and be merged in and by this Original Lease. No such prior oral or written agreement, understanding, representation or warranty, promise or statement shall be effective or binding for any reason or purpose, unless specifically set forth in this original Lease. No provision of this Lease may be amended or added to except by an agreement in writing, signed by the parties hereto or their respective successors in interest. This Lease shall not be effective or binding on any party until fully executed by both parties hereto.

37. SEVERABILITY: In the event that any provision herein is unlawful, or otherwise unenforceable, it shall be severed and deemed null and void and shall not impair the validity of the remaining provisions of this Lease.

(SIGNATURE PAGES FOLLOW)

IN WITNESS WHEREOF, the parties have caused this Lease to be executed by their duly authorized officers and their corporate seals to be hereunto affixed and attested, all as of the day and year first above written.

CITY OF NORFOLK

By: _____ (SEAL)
City Manager

Attest:

City Clerk

**COMMONWEALTH OF VIRGINIA
CITY OF NORFOLK, to-wit:**

I, _____, a Notary Public in and for the City of Norfolk, in the Commonwealth of Virginia, whose term of office expires on the ____ day of _____, 20__, do hereby certify that Marcus D. Jones, City Manager, or his duly authorized Assistant City Manager, and R. Breckenridge Daughtrey, City Clerk, respectively, of the City of Norfolk, whose names as such are signed to the foregoing Lease Agreement, have acknowledged the same before me in my City and State aforesaid.

Given under my hand this _____ day of _____, 2016.

Notary Public
Registration No. _____

Approved as to Contents:

Director of General Services

Approved as to Form and Correctness:

Deputy City Attorney

BO'S TAILOR SHOP, INC.

By: _____
Name (Printed): _____
Title: _____

**COMMONWEALTH OF VIRGINIA
CITY OF NORFOLK, to-wit:**

I, _____, a Notary Public in and for the City of Norfolk, in the Commonwealth of Virginia, whose term of office expires on the ____ day of _____, 20____, do hereby certify that _____, _____ (Title) of Bo's Tailor Shop, Inc., whose name is signed to the foregoing Lease Agreement, have acknowledged the same before me in my City and State aforesaid.

Given under my hand this ____ day of _____, 2016.

Notary Public
Registration No. _____